



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH  
550 S. VERMONT AVE., LOS ANGELES, CA 90020 [HTTP://DMH.LACOUNTY.GOV](http://DMH.LACOUNTY.GOV)



MARVIN J. SOUTHARD, D.S.W.  
Director  
ROBIN KAY, Ph.D.,  
Chief Deputy Director  
RODERICK SHANER, M.D.  
Medical Director

May 05, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO AWARD FUNDING TO EXISTING LEGAL ENTITY CONTRACTORS FOR THE  
PROVISION OF PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS  
PROGRAMS FOR FISCAL YEARS 2014-15 THROUGH 2016-17  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to award funding to five Legal Entity contractors for the provision of Projects for Assistance in Transition from Homelessness program services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute Amendments, substantially similar to Attachment I, to five existing Department of Mental Health (DMH) Legal Entity (LE) Agreements with providers listed in Attachment II for the provision of Projects for Assistance in Transition from Homelessness (PATH) program services, in Service Areas (SAs) 1, 2, 4, 5, 6 and 8. The Amendments will be effective upon Board approval through June 30, 2017, with three one-year options for extension. The Maximum Contract Amounts (MCAs) of each LE Agreement for Fiscal Years (FYs) 2014-15, 2015-16, and 2016-17 will be increased by the amounts listed in Attachment II.
2. Delegate authority to the Director, or his designee, to award unallocated PATH funds of up to \$325,130, amongst the LEs listed on Attachment II for the provision of PATH program services, in the event that DMH is unable to identify a qualified provider for SA 3 and 7.

3. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to these LE Agreements and establish as a new MCA the aggregate of the original agreement and all amendments through and including amendments that increase the MCA, provided that: 1) the County's total payments to each contractor under its Agreement for each fiscal year do not exceed an increase of 20 percent from the applicable Board-approved MCA; 2) any such increase will be used to provide additional services; 3) changes are necessary to reflect program and/or Board policy changes; 4) your Board has appropriated sufficient funds for all changes; 5) approval of County Counsel, or designee, as to form is obtained prior to any such amendment; 6) the County and Contractors may, by written amendment, mutually agree to reduce programs or services; and 7) the Director, or his designee, notifies your Board and the Interim Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

DMH redesigned its existing PATH program to align with the Federal PATH program primary goals which are to assist individuals in accessing mental health services and housing. As part of this redesign, DMH released a Request For Proposals (RFP) to identify qualified providers of PATH services to serve individuals who are diagnosed with a severe mental illness who are homeless or at imminent risk of becoming homeless.

Board approval of the recommended actions is needed to award funding and execute amendments to five existing LE Agreements of providers who successfully met the requirements of the PATH RFP process.

### **Implementation of Strategic Plan Goals**

The recommended actions support the County's Strategic Plan Goal 3, Integrated Service Delivery. This program will also help support the County's effort to end homelessness.

### **FISCAL IMPACT/FINANCING**

The FY 2014-15 MCAs for each LE Agreement, as shown on Attachment II, are based on the amount contained in the FY 2014-15 Final Adopted Budget and are funded from the following sources:

|  |             |
|--|-------------|
| 1) Federal PATH Funds                                | \$657,756   |
| 2) County General Funds<br>(HPI Reprogramming funds) | \$ 214,284  |
| 3) Federal Financial Participation                   | \$ 474,760  |
| Total  | \$1,346,800 |

Funding estimates for FYs 2015-16 and 2016-17 are shown on Attachment II and will be requested through DMH's annual budget request process.

There is no net County cost associated with these actions.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

PATH Federal Block Grant (FBG) funds are used to provide services to individuals who are diagnosed with severe mental illness including those with co-occurring substance abuse disorders who are also homeless or at imminent risk of becoming homeless. The Department has received PATH FBG funding since the early 1990's and has contracted with various agencies to provide PATH services. On June 30, 2014, the existing PATH contracts expired and DMH initiated an RFP process to identify new contractors for the redesigned PATH program.

The redesigned PATH program incorporates Homeless Prevention Initiative (HPI) funding. HPI funding was repurposed to allow for an expansion of PATH services in each service area. The redesigned PATH program will primarily be field-based. Services will be provided by Multidisciplinary Integrated Teams. Staffing will include licensed mental health professionals, registered nurses, case managers, certified substance abuse counselors, peer advocates, and a consulting psychiatrist. The registered nurses will be hired by the Department of Health Services (DHS) and funded through HPI funding.

PATH FBG funds are authorized under the Stewart B. McKinney Homeless Assistance Amendments Act of 1990 (Public Law 101-645, Title V, Subtitle B). The federal government allocates these funds to states. In California, funding is distributed to counties using an application process.

The Amendment format (Attachment I) has been approved as to form by County Counsel. DMH will continue to supervise and monitor adherence to the Agreement's provisions, DMH policies, and performance outcomes to ensure that quality services are being provided to clients.

In accordance with your Board Policy Manual, Section 5.120, Authority to Approve Increases to Board Approved Contract Amounts requirements, DMH notified your Board on March 19, 2015 (Attachment III), identifying and justifying the need for requesting a percentage increase exceeding 10 percent that has been reviewed by the CEO.

## **CONTRACTING PROCESS**

On March 4, 2014, DMH released the PATH RFP (Bid No.030414B1) to identify qualified LE contractors to implement the PATH program services. DMH announced the release of the RFP several ways: 1) by mailing letters along with a compact disc to agencies on the Departmental Bidders' List; 2) by publishing the announcement in major local newspapers; and 3) by posting notices on the DMH and Countywide Internet sites.

On March 25, 2014, DMH held a mandatory proposers' conference, and on April 8, 2014, seven proposals were received. Four proposals did not meet the minimum mandatory requirements specified in the RFP. Proposals were not received for SAs 3, 6, and 7; therefore, DMH extended the RFP deadline allowing interested agencies to submit proposals by June 23, 2014. Agencies on the Department's bidders' list were notified of this extension on May 5, 2014, and again on June 3, 2014.

By the final June 23, 2014 deadline, DMH received a total of 11 proposals for services in SAs 1, 2, 4, 5, 6 and 8. Of the 11, three proposals did not meet the RFP's requirements. On July 22, 2014, an evaluation committee, comprised of four evaluators and a facilitator, began the evaluation process for the remaining proposals. The evaluation committee used a standardized evaluation tool and an

informed average process to arrive at the final scores.

After notification of the RFP results, the non-awardees were given the opportunity to request a formal debriefing. The Department received one debriefing request. Following the debriefing, the agency was presented with the opportunity to request a proposed contractor selection review, but did not do so.

The Department's Executive Management Team (EMT) reviewed the evaluation committee's final scores and recommends that your Board award five existing LE contractors PATH FBG funding for SAs 1, 2, 4, 5, 6 and 8.

DMH did not receive any eligible responses to the PATH RFP for services in SAs 3 and 7 and was unable to identify a provider for these areas. DMH proposes to set aside \$325,130 to award a qualified provider for these SAs and should a provider be identified, DMH will return to your Board to request approval to award funding. However, if a qualified provider is not identified, DMH will award the funds amongst the providers listed on Attachment II.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Board's approval of the listed recommendations will allow PATH program services to be closely aligned with the County's other efforts to end homelessness. They will positively impact current services by providing field-based integrated mental health, physical health and substance abuse services to individuals who have a severe mental illness and are homeless. Services will assist these individuals with transitioning from homelessness into permanent supportive housing by providing the support necessary to retain housing.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Mg Southard", written in a cursive style.

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:DM:RK:DKH:c

p

Enclosures

c: Acting Executive Officer, Board of Supervisors  
Interim Chief Executive Officer  
County Counsel  
Chairperson, Mental Health Commission

CONTRACT NO. MH

AMENDMENT NO. \_\_\_\_\_

THIS AMENDMENT is made and entered into this 28<sup>th</sup> day of April, 2015, by and between the COUNTY OF LOS ANGELES (hereafter "County") and \_\_\_\_\_ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated July 1, 2014, identified as County Agreement No. MH, (hereafter "Agreement"); and

WHEREAS, for Fiscal Years (FYs) 2014-15, 2015-16 and 2016-17, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, County intends to award Contractor funding as a result of success in a Request for Proposals for the provision of Projects for Assistance in Transition from Homelessness (PATH) services. PATH funds are used to provide services to individuals who are diagnosed with Severe Mental Illness (SMI) or with co-occurring SMI and substance use disorders who are homeless or at imminent risk of becoming homeless; and

WHEREAS, for FYs 2014-15, 2015-16, and 2016-17, County and Contractor intend to amend Agreement to **add** PATH McKinney, CFDA #93.150 Non MC funds in the amount of \$\_\_\_\_\_, \$\_\_\_\_\_, and \$\_\_\_\_\_, respectively; and *(revise as applicable)*

WHEREAS, for FYs 2014-15, 2015-16, and 2016-17, County and Contractor intend to amend Agreement to **add** PATH McKinney, MC funds in the amount of \$\_\_\_\_\_, \$\_\_\_\_\_, and \$\_\_\_\_\_, respectively; and *(revise as applicable)*

WHEREAS, for FYs 2014-15, 2015-16, and 2016-17, County and Contractor intend to amend Agreement to **add** PATH McKinney, CFDA #93.150 Invoice Funded Program in

the amount of \$\_\_\_\_\_, \$\_\_\_\_\_, and \$\_\_\_\_\_, respectively to provide housing services, transportation, life skills training, and substance use services for individuals who are diagnosed with an SMI or with co-occurring SMI and substance use disorders who are homeless or at imminent risk of becoming homeless; and *(revise as applicable)*

WHEREAS, for FYs 2014-15, 2015-16, and 2016-17, County and Contractor intend to amend Agreement to **add** PATH McKinney MC funds in the amount of \$\_\_\_\_\_, \$\_\_\_\_\_, and \$\_\_\_\_\_, respectively; and *(revise as applicable)*

WHEREAS, County and Contractor intend to amend Agreement to **add** Mode 15, Service Function Code (SFC) 04, (Targeted Case Management), SFC 30, (Mental Health Services), SFC 62 (Medication Support), SFC 77, (Crisis Intervention) to Provider No. \_\_, and; *(revise as applicable)*

WHEREAS, County and Contractor intend to amend Agreement to **add** Mode 45, SFC 10, (Mental Health Promotion) and SFC 20, (Community Client Services) to Provider No. \_\_\_\_\_, and; *(revise as applicable)*

WHEREAS, for FYs 2014-15, 2015-16, and 2016-17, Contractor will provide PATH Program services as identified in the PATH Service Exhibit xx-A; and

WHEREAS, for FYs 2014-15, 2015-16, and 2016-17, as a result of the above changes in funded programs, the Maximum Contract Amount (MCA) will **increase** in the amount of \$\_\_\_\_\_ and the revised MCAs will be \$\_\_\_\_\_, \$\_\_\_\_\_, and \$\_\_\_\_\_, respectively . *(revise as applicable)*

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

For FYs 2014-15, 2015-16 and 2016-17, PATH McKinney, CFDA #93.150 Non MC funds in the amount of \$\_\_\_\_, \$\_\_\_\_, and \$\_\_\_\_, respectively are increased; PATH

McKinney CFDA #93.150 Invoice Funded funds in the amount of \$\_\_\_\_\_, \$\_\_\_\_\_, and \$\_\_\_\_\_, respectively are increased; and PATH McKinney MC, Program funds in the amount of \$\_\_\_\_\_, \$\_\_\_\_\_, \$\_\_\_\_\_, respectively are increased to allow Contractor to provide PATH program services. For FYs 2014-15, 2015-16 and 2016-17 the MCA is **increased** by \$\_\_\_\_\_, \$\_\_\_\_\_, and \$\_\_\_\_\_, respectively. *(revise as applicable)*

1. Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II, Paragraph C (REIMBURSEMENT FOR INITIAL PERIOD), and Paragraph D (REIMBURSEMENT FOR FIRST AUTOMATIC RENEWAL PERIOD) shall be deleted in its entirety and the following substituted therefor:

C. "(1) Reimbursement For Initial Period: The MCA for the Initial Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) and shall consist of Funded Programs as shown on the Financial Summary." *(revise as applicable)*

D. (1) Reimbursement For First Automatic Renewal Period: The MCA for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) and shall consist of Funded Programs as shown on the Financial Summary. *(revise as applicable)*

(2) Reimbursement For Second Automatic Renewal Period: The MCA for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) and shall consist of Funded Programs as shown on the Financial Summary. *(revise as applicable)*

2. The Financial Summary (Attachment III) - \_\_\_\_\_ for FY 2014-15, shall be deleted in its entirety and replaced with Financial Summary (Attachment III) - \_\_\_\_ for FY 2014-15 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary (Attachment III) - \_\_\_\_ for FY 2014-15-, shall be deemed amended to state Financial Summary (Attachment III) - \_\_\_\_ for FY 2014-15.” *(revise as applicable)*
3. The Financial Summary (Attachment III) - \_\_\_\_\_ for FY 2015-16, shall be deleted in its entirety and replaced with Financial Summary (Attachment III) - \_\_\_\_ for FY 2015-16 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary (Attachment III) - \_\_\_\_ for FY 2015-16-, shall be deemed amended to state Financial Summary (Attachment III) - \_\_\_\_ for FY 2015-16.” *(revise as applicable)*
4. The Financial Summary (Attachment III) - \_\_\_\_\_ for FY 2016-17, shall be deleted in its entirety and replaced with Financial Summary (Attachment III) - \_\_\_\_ for FY 2016-17 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary (Attachment III) - \_\_\_\_ for FY 2016-17-, shall be deemed amended to state Financial Summary (Attachment III) - \_\_\_\_ for FY 2016-17.” *(revise as applicable)*
5. For FYs 2014-15, 2015-16 and 2016-17, Mode 15, SFC 04, (Targeted Case Management), SFC 30, (Mental Health Services), SFC 62 (Medication Support), SFC 77, (Crisis Intervention), Mode 45, SFC 10, (Mental Health Promotion) and SFC 20, (Community Client Services) are added to Provider No. \_\_\_\_\_.
6. A Service Exhibit xx-A, “PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) PROGRAM”, is added to this Agreement and incorporated herein.



7. Attachment IV, Service Delivery Site Exhibit shall be deleted in its entirety and replaced with Attachment IV, Service Delivery Site Exhibit - \_\_\_\_\_. All references in Agreement to Attachment IV, Service Delivery Site Exhibit shall be deemed amended to state Attachment IV, Service Delivery Site Exhibit-\_\_\_\_\_.
8. Attachment V, Service Exhibit shall be deleted in its entirety and replaced with Attachment V, Service Exhibit-\_\_\_\_\_. All references in Agreement to Attachment V, Service Exhibit shall be deemed amended to state Attachment V, Service Exhibit-\_\_\_\_\_.
9. Contractor shall provide services in accordance with Contractor's FY 2014-15 Negotiation Package for this Agreement and any addenda thereto approved in writing by the County's Director of Mental Health or his designee.
10. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
MARVIN J. SOUTHARD, D.S.W.  
Director of Mental Health

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By \_\_\_\_\_  
Chief, Contracts Development  
and Administration Division

## Financial Summary (Attachment III)

Contractor Name:  
 Agreement Number:  
 Agreement Period:  
 Financial Summary:

Amendment No.:  
 Amendment Date:  
 LE Number:  
 Fiscal Year:

| A                                    | B  | C  | D                 | E                             |
|--------------------------------------|--|--|-------------------|-------------------------------|
| Rank                                 | Funded Programs  | Medi-Cal Reimbursable (Y/N) <sup>1</sup> | Local Match Funds | Funded Program Amount (Gross) |
| <b>Categorically Funded Programs</b> |  |  |                   |                               |
| 100N                                 | Family Preservation Program  | N  |                   |                               |
| 130N                                 | Specialized Foster Care - DCFS MAT Non-Medi-Cal (Non-MC)               | N  |                   |                               |
| 130.1M                               | Specialized Foster Care Enhanced Mental Health Svcs Medi-Cal (MC)      | Y  |                   |                               |
| 130.2M                               | Specialized Foster Care MAT MC   | Y  |                   |                               |
| 130.4M                               | Specialized Foster Care TFC MC   | Y  |                   |                               |
| 130.3M                               | Specialized Foster Care Wraparound MC                                  | Y  |                   |                               |
| 300N                                 | DCFS Medical Hub Non-MC  | N  |                   |                               |
| 301M                                 | DCFS PHF MC  | Y  |                   |                               |
| 302N                                 | DCFS Independent Living Invoice  | N  |                   |                               |
| 304M                                 | DCFS 2011 Realignment MC   | Y  |                   |                               |
| 131N                                 | Group Home Aftercare Services Non-MC                                   | N  |                   |                               |
| 131M                                 | Group Home Aftercare Services MC                                       | Y  |                   |                               |
| 132N                                 | First 5 Non-MC   | N  |                   |                               |
|                                      | First 5 Invoice  | N  |                   |                               |
| 132M                                 | First 5 MC   | Y  |                   |                               |
| 140N                                 | Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC                | N  |                   |                               |
|                                      | Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice               | N  |                   |                               |
| 142N                                 | Family Wellness Network (SAMHSA, CFDA #93.243) Invoice                 | N  |                   |                               |
| 150N                                 | Juvenile Justice Program (STOP) Non-MC                                 | N  |                   |                               |
| 151N                                 | Juvenile Justice Program (JJCPA-MHSAT) Non-MC                          | N  |                   |                               |
| 152N                                 | Juvenile Justice Program (JJCPA - MST) Non-MC                          | N  |                   |                               |
| 153N                                 | Juvenile Justice Program (COD) Non-MC                                  | N  |                   |                               |
| 154N                                 | Juvenile Justice Program (FFT) Non-MC                                  | N  |                   |                               |
| 154M                                 | Juvenile Justice Program (FFT) MC                                      | Y  |                   |                               |
| 155N                                 | Juvenile Day Reporting Center Non-MC                                   | N  |                   |                               |
| 320N                                 | Juvenile Justice Program/Title IV-E MST Non-MC                         | N  |                   |                               |
| 320M                                 | Juvenile Justice Program/Title IV-E MST MC                             | Y  |                   |                               |
| 160N                                 | PATH McKinney, CFDA #93.150 Non-MC                                     | N  |                   |                               |
|                                      | PATH McKinney, CFDA #93.150 Invoice                                    | N  |                   |                               |
| 160M                                 | PATH McKinney MC   | Y  |                   |                               |
| 170N                                 | Homeless Services Non-MC   | N  |                   |                               |
|                                      | Homeless Services Invoice  | N  |                   |                               |
| 170M                                 | Homeless Services MC   | Y  |                   |                               |
| 172N                                 | Diversion Program Non-MC   | N  |                   |                               |
|                                      | Diversion Program Invoice  | N  |                   |                               |
| 172M                                 | Diversion Program MC   | Y  |                   |                               |
| 180N                                 | CalWORKs MHS Non-MC  | N  |                   |                               |
| 183N                                 | CalWORKs Homeless Family Solution System Invoice                       | N  |                   |                               |
| 182N                                 | GROW Non-MC  | N  |                   |                               |
| 171N                                 | Post-Release Community Supervision-Community Reintegration Prog Non-MC | N  |                   |                               |
|                                      | Post-Release Community Supervision-Comm Reintegration Prog Invoice     | N  |                   |                               |
| 171M                                 | Post-Release Community Supervision-Community Reintegration Prog MC     | Y  |                   |                               |
| 310N                                 | DPH Dual Diagnosis Non-MC  | N  |                   |                               |
| 350N                                 | DCSS Forensic Center Services Invoice                                  | N  |                   |                               |
| 200N                                 | SB82 Mobile Triage Non-MC  | N  |                   |                               |
|                                      | SB82 Mobile Triage Invoice   | N  |                   |                               |
| 200M                                 | SB82 Mobile Triage MC  | Y  |                   |                               |
| 201N                                 | SB82 Urgent/Crisis Services Non-MC                                     | N  |                   |                               |
|                                      | SB82 Urgent/Crisis Services Invoice                                    | N  |                   |                               |
| 201M                                 | SB82 Urgent/Crisis Services MC   | Y  |                   |                               |
| <b>Federal/State Revenue</b>         |  |  |                   |                               |
| 360M                                 | Federal/State Revenue MC   | Y  |                   |                               |

## Financial Summary (Attachment III)

Contractor Name:  
 Agreement Number:  
 Agreement Period:  
 Financial Summary:

Amendment No.:  
 Amendment Date:  
 LE Number:  
 Fiscal Year:

| CGF Funded Programs  |   |   |  |  |
|----------------------|---|---|--|--|
| 400N                 | DMH Mental Health Services (CGF) Non-MC       | N |  |  |
|                      | DMH Mental Health Services (CGF) Invoice      | N |  |  |
| 400M                 | DMH Mental Health Services (CGF) MC           | Y |  |  |
| 190N                 | PES Relief Plan Non-MC                        | N |  |  |
|                      | PES Relief Plan Invoice                       | N |  |  |
| 190M                 | PES Relief Plan MC                            | Y |  |  |
| 340N                 | CGF IMD Step Down Non-MC                      | N |  |  |
|                      | CGF IMD Step Down Invoice                     | N |  |  |
| 340M                 | CGF IMD Step Down MC                          | Y |  |  |
| MHSA Funded Programs |   |   |  |  |
| 500N                 | MHSA Full Service Partnership Non-MC          | N |  |  |
|                      | MHSA Full Service Partnership Invoice         | N |  |  |
| 500M                 | MHSA Full Service Partnership MC              | Y |  |  |
| 501N                 | MHSA Family Support Services Non-MC           | N |  |  |
|                      | MHSA Family Support Services Invoice          | N |  |  |
| 502M                 | MHSA Full Service Partnership Wraparound MC   | Y |  |  |
| 510N                 | MHSA Field Capable Clinical Services Non-MC   | N |  |  |
|                      | MHSA Field Capable Clinical Services Invoice  | N |  |  |
| 510M                 | MHSA Field Capable Clinical Services MC       | Y |  |  |
| 520N                 | MHSA Wellness Center Non-MC                   | N |  |  |
|                      | MHSA Wellness Center Invoice                  | N |  |  |
| 520M                 | MHSA Wellness Center MC                       | Y |  |  |
| 530.1N               | MHSA Enriched Residential Services Non-MC     | N |  |  |
|                      | MHSA Enriched Residential Services Invoice    | N |  |  |
| 530.1M               | MHSA Enriched Residential Services MC         | Y |  |  |
| 530.2N               | MHSA Urgent Care Center Non-MC                | N |  |  |
|                      | MHSA Urgent Care Center Invoice               | N |  |  |
| 530.2M               | MHSA Urgent Care Center MC                    | Y |  |  |
| 540N                 | MHSA IMD Step Down Non-MC                     | N |  |  |
|                      | MHSA IMD Step Down Invoice                    | N |  |  |
| 540M                 | MHSA IMD Step Down MC                         | Y |  |  |
| 800N                 | MHSA Probation Camp Program Non-MC            | N |  |  |
| 810N                 | MHSA Jail Transition & Linkage Invoice        | N |  |  |
| 820N                 | MHSA Planning, Outreach, & Engagement Non-MC  | N |  |  |
|                      | MHSA Planning, Outreach, & Engagement Invoice | N |  |  |
| 830N                 | MHSA Capital Facility Invoice                 | N |  |  |
| 600N                 | MHSA Prevention & Early Intervention Non-MC   | N |  |  |
|                      | MHSA Prevention & Early Intervention Invoice  | N |  |  |
| 600M                 | MHSA Prevention & Early Intervention MC       | Y |  |  |
| 700.1N               | MHSA Innovation IMHT Non-MC                   | N |  |  |
|                      | MHSA Innovation IMHT Invoice                  | N |  |  |
| 700.1M               | MHSA Innovation IMHT MC                       | Y |  |  |
| 700.2N               | MHSA Innovation ISM Non-MC                    | N |  |  |
|                      | MHSA Innovation ISM Invoice                   | N |  |  |
| 700.2M               | MHSA Innovation ISM MC                        | Y |  |  |
| 700.3N               | MHSA Innovation ICM Non-MC                    | N |  |  |
|                      | MHSA Innovation ICM Invoice                   | N |  |  |
| 700.3M               | MHSA Innovation ICM MC                        | Y |  |  |
| 700.4N               | MHSA Innovation IPRM Non-MC                   | N |  |  |
|                      | MHSA Innovation IPRM Invoice                  | N |  |  |

Maximum Contract Amount (MCA)

\$ -

<sup>1</sup> Medi-Cal reimbursable reflects DMH program guidelines in addition to applicable state and federal regulations.

V12/4/14

**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT IV**

## Service Delivery Site Exhibit

**CONTRACTOR NAME:** \_\_\_\_\_

LEGAL ENTITY NO.: \_\_\_\_\_ PERIOD: \_\_\_\_\_

[illegible]

\*Legend: Adult Systems of Care (A)  
Child, Youth, & Family Program Administration (C)  
Critical Care (CC)  
Court Programs (CP)  
Older Adult Program (OA)  
Transition Age Youth (TAY)  
Homeless (H)  
Managed Care (MC)

## **SERVICE EXHIBITS**

A duplicate original of the Service Exhibit(s) will be on file in the Department of Mental Health's Contracts Development and Administration Division and is deemed incorporated herein by reference as though fully set forth, and will be made available to interested persons upon request.

| <b><u>DESCRIPTION</u></b>  | <b><u>CODES</u></b> |       |
|--|---------------------|-------|
| Targeted Case Management Services (Rehab. Option)  | 104-A               | _____ |
| Short-Term Crisis Residential Services (Forensic)  | 201                 | _____ |
| Crisis Stabilization Services (Rehab. Option)  | 202-A               | _____ |
| Vocational Services  | 304-A               | _____ |
| Day Rehabilitation Services (Adult) (Rehab. Option)  | 308-B               | _____ |
| Day Rehabilitation Services (Children/Adolescents) (Rehab. Option)                           | 309-B               | _____ |
| Day Treatment Intensive Services (Adult) (Rehab. Option)                                     | 310-B               | _____ |
| Day Treatment Intensive Services (Children/Adolescents) (Rehab. Option)                      | 311-B               | _____ |
| Mental Health Services (Rehab. Option)   | 402                 | _____ |
| Medication Support Services (Rehab. Option)  | 403                 | _____ |
| Crisis Intervention Services (Rehab. Option)   | 404-A               | _____ |
| Mental Health Service Treatment Patch (La Casa)  | 405                 | _____ |
| Therapeutic Behavioral Services  | 406-A               | _____ |
| Outreach Services  | 501-A               | _____ |
| Outreach Services (Suicide Prevention Services)  | 502-A               | _____ |
| American Indian Life Skills (United American Indian Involvement, Inc.)                       | 503-A               | _____ |
| Intensive Skilled Nursing Facility Services  | 601                 | _____ |
| Mental Health Rehabilitation Centers (La Casa Mental Health Rehabilitation Center)           | 602                 | _____ |
| Intensive Skilled Nursing Facility Services (La Paz)   | 603                 | _____ |
| Intensive Skilled Nursing Facility Services Forensic Treatment                               | 604                 | _____ |
| Skilled Nursing Facilities (Psychiatric Services)  | 605                 | _____ |
| Skilled Nursing Facility – Special Treatment Program Services (SNF-STP/Psychiatric Services) | 608                 | _____ |
| Intensive Skilled Nursing Facility Services – Enhanced Treatment Program (ETP)               | 609                 | _____ |
| Socialization Services   | 701-A               | _____ |
| Life Support Services  | 801                 | _____ |
| Case Management Support Services   | 802-A               | _____ |
| Case Management Support Services (Forensic)  | 803-A               | _____ |
| Case Management Support Services (Children & Youth)  | 804-A               | _____ |
| Life Support Services (Forensic)   | 805                 | _____ |

**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT V**

|  |        |  |
|--|--------|--|
| Independent Living Services  | 901    |  |
| Local Hospital Services  | 902    |  |
| Semi-Supervised Living Services  | 904    |  |
| Adult Residential Treatment Services (Transitional) (MSHA)   | 912    |  |
| Adult Residential Treatment Services (Long Term)   | 913    |  |
| Non-Hospital Acute Inpatient Services (La Casa PHF)  | 914    |  |
| Comprehensive Adult Residential Treatment Services (Bio-Psycho-Social Services)  | 915    |  |
| Assertive Community Treatment Program (ACT)  | 921    |  |
| Psychiatric Inpatient Hospital Services  | 930    |  |
| Primary Linkage and Coordination Program   | 1001   |  |
| Service Provisions (Organizational Provider Only)  | 1003   |  |
| Consumer Run/Employment Program  | 1005   |  |
| Client Supportive Services ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i></b> )  | 1010-A |  |
| Mental Health 24-Hour Services Interim Placement Funding for Basic Care Services   | 1011   |  |
| Mental Health 24-Hour Services Children Under Age 18 Basic Services  | 1012   |  |
| Supportive Services – Residential Programs ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i></b> )  | 1013   |  |
| Client Supportive Services-Mental Health Services Act Programs ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i></b> )  | 1014-A |  |
| Full Service Partnership (FSP)   | 1015   |  |
| Supportive Services – Intensive Residential Program ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i></b> )   | 1016   |  |
| Client Supportive Services (New Directions) ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i></b> )   | 1018   |  |
| Family Support Services  | 1019   |  |
| Service Extender Stipend Program Mental Health Services Act Programs ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i></b> )                                  | 1020   |  |
| Client Supportive Services Field Capable Clinical Services (FCCS) Mental Health Services Act Programs ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i></b> ) | 1021   |  |
| Intensive In-Home Mental Health Services   | 1022   |  |
| Intensive Treatment Foster Care  | 1025   |  |
| One-Time Expenses Associated with Program Development for Intensive In-Home Evidence Based Practices ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i></b> )  | 1026   |  |

**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT V**

|  |      |  |
|--|------|--|
| Outreach and Engagement Services (MHSA Only)   | 1027 |  |
| Enriched Residential Services (Alternative Crisis) (Adults)  | 1028 |  |
| IMD Step-Down Programs (Adults)  | 1029 |  |
| Urgent Care Centers (Alternative Crisis) (Adults)  | 1030 |  |
| Client Supportive Services Homeless CalWORKs Families Project ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i></b> )   | 1031 |  |
| Star View-PHF-Supplemental Financial Support   | 1032 |  |
| Star View-CTF-Supplemental Financial Support   | 1033 |  |
| Field Capable Clinical Services (FCCS)   | 1035 |  |
| Suicide Prevention Program Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan  | 1036 |  |
| One-Time Expenses Associated with Starting a new MHSA Program for PEI Early Start Suicide Prevention Program ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i></b> )          | 1037 |  |
| One-Time Expenses Associated with Starting a New MHSA Program for Urgent Care Center – Exodus Recovery, Inc. ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i></b> )          | 1038 |  |
| PEI Early Intervention EBP programs for Children & TAY   | 1039 |  |
| Exodus Recovery, Inc. Urgent Care Center   | 1040 |  |
| MHSA Program for Innovation (INN) Plan Integrated Mobile Health Team   | 1041 |  |
| Client Supportive Services for MHSA INN Plan Programs ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i></b> )   | 1042 |  |
| One-Time Expenses Associated with Implementing a New MHSA Program for Prevention and Early Intervention (PEI) Program ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i></b> ) | 1046 |  |
| Prevention and Early Intervention (PEI) Program ( <b><i>Includes Attachment A - MHSA PEI Programs Core Interventions and Ancillary Services Guide and Attachment B - PEI Evidenced Based Practices (EBP) Outcome Measures</i></b> )              | 1047 |  |
| One-Time Expenses Associated with Starting A New Mental Health Services Act Innovation Program ( <b><i>Includes Attachment A</i></b> )   | 1052 |  |
| MHSA Innovation – Community Designed Integrated Service Management Model   | 1053 |  |
| MHSA Innovation – Integrated Clinic Model (JWCH – SCHARP only)   | 1054 |  |
| MHSA Innovation – Integrated Clinic Model (Exodus only)  | 1055 |  |
| MHSA Innovation – Integrated Clinic Model (SSG only)   | 1053 |  |
| MHSA Innovation – Integrated Clinic Model (The Los Angeles Free Clinic dba The Saban Free Clinic & Jewish Services of Los Angeles)   | 1057 |  |
| MHSA Innovation – Integrated Clinic Model (The Los Angeles Gay & Lesbian Center)   | 1058 |  |



**DMH LEGAL ENTITY AGREEMENT  
ATTACHMENT V**

|  |      |  |
|--|------|--|
| Client Supportive Services For Mental Health Services Act Innovation Plan Programs Integrated Clinic Model ( <b><i>Includes Attachment A</i></b> )   | 1059 |  |
| Statement of Work (SOW) CalWORKs Program ( <b><i>Exhibits 1-7</i></b> )  | 1060 |  |
| One-Time Expenses Associated with Starting A New Mental Health Services Act Prevention And Early Intervention Integrated School Health Centers Program ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B – Reimbursement Claim</i></b> ) | 1061 |  |
| SAMHSA Project ABC - Family Wellness Network   | 1062 |  |
| Family Support Services Enhanced Respite Care Pilot  | 1063 |  |
| MHSA Innovation – Integrated Peer Run Model: Peer Run Integrated Services Management (SHARE and MHALA Only)  | 1064 |  |
| MHSA Innovation – Integrated Peer Run Model: Peer Run Respite Care Home (SHARE and MHALA Only)   | 1065 |  |
| Intensive Enhanced Field Capable Clinical Services (IFCCS)   | 1066 |  |
| Parent–Child Interaction Therapy 0-5 YRS (PCIT)  | 1067 |  |
| Parent-Child Interaction Therapy 2-5 YRS (PCIT)  | 1068 |  |
| Client Supportive Services – Homeless Programs ( <b><i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i></b> )  | 1069 |  |
| Exodus Foundation dba Exodus Foundation for Recovery. MLK JR. Psychiatric UCC  | 1070 |  |
| VIP Community Mental Health Center, Inc. – Forensic Center Services  | 1071 |  |
| Psychiatric Inpatient Hospital Services  | 1072 |  |
| Non-Hospital Acute Inpatient Services (Exodus Recovery Psychiatric Health Facility)  | 1073 |  |
| The Center for Assessment and Prevention of Prodromal States Prevention and Early Intervention Program for Transition Age Youth Ages 16-25   | 1074 |  |
| Parent-Child Interaction Therapy 2-5 YRS (PCIT)  | 1075 |  |
| Assisted Outpatient Treatment IMD Step Down Programs (Adults) ( <b><i>Includes Attachment I</i></b> )  | 1076 |  |
| Assisted Outpatient Treatment Full Service Partnership   | 1077 |  |
| Projects for Assistance in Transition From Homelessness (PATH) Program ( <b><i>Includes Attachment A – One-time Expense Claim</i></b> )  | 1078 |  |
|  |      |  |

SERVICE EXHIBIT \_\_\_\_\_

PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH)  
PROGRAM

1. GENERAL

The Stewart B. McKinney Homeless Assistance Amendments Act of 1990 created the Projects for Assistance in Transition from Homelessness (PATH) program. The PATH program is administered by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services (CMHS), Homeless Programs Branch. The PATH program is a Federal formula grant distributed to each State, the District of Columbia, Puerto Rico, Guam, the Northern Mariana Islands, American Samoa, and Virgin Islands. In California, the State Department of Health Care Services administers the PATH funding and distributes the funds to the participating Counties by formula.

Each year, CMHS issues a Request for Applications (RFA) that the States and territories prepare and submit under the signature of the governor or designees of the State or territory. The RFA includes Intended Use Plans that describe how PATH funding will be used to deliver PATH allowable services and Federal Grant Detailed Program Budgets. The Los Angeles County Department of Mental Health (DMH) submits an RFA to the State annually.

Contractor is required to submit their PATH Intended Use Plan and a Federal Grant Detailed Program Budget to DMH yearly. These are included in the RFA that DMH submits to the State.

The Federal intent of the PATH program is to provide outreach and engagement and case management to individuals who are literally homeless or at imminent risk for homelessness that are not being served by the mental health system. The primary goals of the PATH program are to assist individuals in accessing mental health services and housing. In accordance with the 1993 Government Performance Results Act, PATH programs are held accountable for performance results including measuring what the program actually accomplished with the funding expended.

2. POPULATION TO BE SERVED

The target population for DMH's PATH program is individuals 18 and over who have a Severe Mental Illness (SMI) and are homeless and have high vulnerability as determined by a standardized assessment tool. Individuals with high vulnerability

most likely have co-occurring mental health, physical health and/or substance use disorders and other factors that place them at risk such as length of time homeless and age.

Contractor is required to enroll a minimum of 55 percent of the individuals who receive outreach and engagement services into their PATH program. Contractor is required to maintain a 1:15 staff to client ratio for PATH program enrolled clients.

Contractor is required to use a standardized assessment tool as determined by DMH to identify individuals who meet DMH's PATH program target population. The assessment tool shall be used to measure client vulnerability and to prioritize and match individuals to the most appropriate permanent supportive housing.

Contractor shall submit a DMH PATH Program Target Population Verification form prior to enrolling the individual into their PATH program to provide ongoing PATH services for each individual to document that the individual meets the PATH program target population. DMH shall confirm that all individuals meet the PATH program target population before ongoing PATH services are provided.

### 3. SERVICES TO BE PROVIDED

The Contractor is required to implement PATH program services by a field-based Multidisciplinary Integrated Team (MIT) within 30 days of the commencement of the contract. Individuals must voluntarily consent to receive PATH program services. The level and intensity of ongoing services shall be based on each individual's need/desire. All PATH program services shall be available to individuals served by the Contractor's PATH program on a one-on-one basis and at a minimum include the following:

#### Outreach and Engagement shall include:

- Informing individuals who are homeless about PATH program services.
- Establishing trusting relationships through an intensive, sustained and consistent process. Through these relationships the goal is to engage PATH eligible individuals by helping them understand how PATH services can assist them with transitioning from homelessness to having a home and for the individual to agree to enroll in the PATH program to receive on-going services.
- A team with a minimum of two staff is required to provide outreach and engagement services. Services to address immediate and basic needs may be provided during outreach and engagement.

Contractor is required to provide clear documentation supporting the following:

- Reason for terminating outreach and engagement for individuals who meet the target population but do not enroll in the PATH program

- The number of contacts made to engage the individual
- The number of attempts to locate individuals who became missing during outreach

Assessments shall include:

- Standardized assessment of vulnerability as determined by DMH
- PATH program Eligibility and Needs Assessment
- DMH Adult Initial Assessment
- Critical Time Intervention Assessment

Housing services shall include:

- Participating in other local community efforts to end homelessness such as the Coordinated Entry System (CES) to identify and locate permanent supportive housing
- Assisting clients with obtaining any documentation needed to apply for housing
- Assisting clients with completing housing applications and accompanying clients to meetings with property managers and/or housing authorities
- Assisting clients with submitting housing applications
- Tracking the status of housing applications and providing any necessary advocacy
- Assisting clients with accessing funding for security deposits and one-time rental payments to prevent eviction, if necessary
- Assisting clients with accessing furniture and other household goods
- Assisting clients with moving into housing
- Using Critical Time Intervention (CTI) to provide the ongoing supports and advocacy to ensure clients retain their housing

Case management as defined by PATH shall include:

- Assisting clients with referrals and confirming attainment of the referrals to one or more the following based on client need/desire:
  - Community mental health services
  - Substance abuse/use treatment
  - Primary health services
  - Income assistance/benefits establishment
  - Job training
  - Educational services
  - Employment services

- Assisting a client with a referral includes assisting with **all** of the following:
  - Obtaining the application/intake packet **and**
  - Obtaining any supporting documents needed **and**
  - Completing the application/intake packet **and**
  - Filing the application/intake packet

Contractor is required to assist 100% of clients with referrals they request/need. Contractor is required to demonstrate that 80% of clients who requested/needed a referral attained the referral.

Transportation shall include:

- Transporting clients to services to which they have been referred
- Accompanying clients on public transportation to ensure the assistance needed to attain services

Medication Support shall include:

- Prescribing, administering and dispensing psychiatric medications
- Monitoring the client's use of psychiatric medication
- Providing medication education

Crisis Intervention shall include:

- Assessing acute psychiatric and other emergency situations
- Initiating hospitalization

Individual Therapy/Counseling shall include:

- Using short-term solution and trauma focused interventions to assist clients to manage symptoms, understand problematic behaviors and to develop and use more adaptive behaviors

Life Skills Training shall include:

- Using habilitation interventions to assist clients to gain, restore, improve or maintain daily independent living including money management, social/leisure and personal hygiene skills

Substance Abuse Treatment shall include:

- Using interventions that assist clients to reduce the harm and risks associated with using substances
- Providing referrals to residential and detoxification programs
- Providing referrals to self-help groups and other community supports

Team Conferences/Case Consultation shall include:

- Using interdisciplinary inter/intra-agency conferences and consultation to coordinate client care activities.

Collateral Supports shall include:

- Contacting family members and/or significant others with the client's authorization to discuss how they can assist the client with their care/treatment goals.

#### 4. EVIDENCE-BASED PRACTICES (EBPs) USED TO PROVIDE SERVICES

**The following EBPs with adherence to fidelity are required to be used when providing PATH program services:**

- Critical Time Intervention (CTI) to provide short-term intensive services for about nine (9) months to assist individuals' transition from homelessness to housing. The goals of CTI are to help individuals stabilize in housing and to link them to community-based supportive services including a medical home and longer term mental health services.
- Motivational interviewing that is goal-directed and client-centered and elicits behavioral change by helping individuals to explore and resolve ambivalence.
- Housing First to assist individuals attain the housing of their choice without any prerequisites/conditions for psychiatric treatment or sobriety. Individuals do not have to demonstrate "housing readiness" as evidenced by sobriety, psychiatric treatment compliance and/or living successfully in transitional housing prior to being housed.
- Harm Reduction that uses specific strategies that are non-judgmental and focus on the prevention of harm and risks associated with a behavior rather than on requiring adherence to a particular treatment plan. Individuals are allowed to make their own choices and are not treated adversely on the choices made.
- Although not an Evidence-Based Practice, staff are required to complete Preparing Disability Claims training or a similar training as determined by DMH and to use the information provided in this training when assisting clients to apply for any Social Security benefits.

#### 5. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES

Contractor shall ensure that all PATH program services are culturally and linguistically appropriate. Culturally and linguistically appropriate services are

respectful of and responsive to a client's cultural and linguistic needs based on their cultural identity. Cultural identity may involve ethnicity, race, language, age, country of origin, level of acculturation, gender, socioeconomic class, disabilities, religious/spiritual beliefs, and/or sexual orientation. Culturally competent services require incorporating into all levels of service provision the importance of a client's culture, an assessment of cross-cultural relations, vigilance of the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Contractor shall ensure that all PATH staff has the ability to provide culturally and linguistically appropriate services.

#### 6. DISENROLLMENT FROM THE PATH PROGRAM

Disenrollment from the PATH program shall occur when the Contractor has lost contact with the client despite repeated efforts to locate them, the client is repeatedly refusing services over a period of approximately 90 days, the client will be incarcerated over 90 days or at the termination of CTI because the client has successfully transitioned into permanent supportive housing and has been linked to other community-based supportive services including mental health services and a medical home.

Contractor is required to link clients that are disenrolled from their PATH program who continue to need intensive services into their FSP, IMHT or other intensive field-based program. If a client no longer needs intensive services as determined by an assessment, Contractor is required to link the client to another one of their field-based mental health programs that meets the client's assessed needs. If Contractor does not have a mental health program that meets the client's assessed needs, they are required to provide services until the client is successfully linked to another field-based mental health program that can meet the client's needs.

#### 7. DOCUMENTATION OF SERVICES

Contractor is required to maintain a record of the following for individuals who receive PATH program outreach services:

- The name of the individual (if known) to whom outreach was provided
- Demographics of the individual to whom outreach was provided
- The date outreach was provided
- The location of the outreach (name of major cross streets, park, shelter/community resource center)
- If the individual meets the PATH program eligibility
- If the individual agrees to be enrolled in the PATH program

Contractor is required to maintain a record for each PATH program enrolled client. The record shall contain the following and any other applicable documentation:

- PATH program Eligibility and Needs Assessment
- Consent for Services
- Adult Initial Assessment
- Client Treatment Plan that is reviewed and re-written a minimum of every six months
- CTI Housing Stabilization Plan
- Progress Notes
- PATH program Discharge Summary

#### 8. SERVICE DELIVERY SITES

Contractor is required to provide all services in the field unless otherwise approved by DMH. Outreach and engagement shall be provided only to individuals who are street homeless including those who are living in encampments, abandoned buildings and other outdoor areas. Contractor shall also provide outreach and engagement to specific individuals as requested by DMH, local businesses, law enforcement and other community members/agencies.

#### 9. SERVICE DAYS/HOURS

Contractor is required to provide the PATH services described in Section 3 in person 52 weeks a year a minimum of 40 hours a week over six days including evenings/and or early mornings. PATH staff is required to be available after regular business hours to speak with landlords and to address client crisis and other emergency situations. Contractor is required to notify DMH in writing of any changes in the service days/hours at least 24 hours before the change(s).

#### 10. DAILY OPERATIONS

Contractor's PATH MIT is required to adhere to an operational schedule that includes a team meeting a minimum of three times a week. The consulting psychiatrist/psychiatric physician assistant/psychiatrist nurse practitioner shall participate in the team meeting at a least once a week. The team meeting shall be facilitated by a licensed mental health professional. During the team meeting, the staff will discuss at a minimum the mental health, physical health, case management, housing and substance use treatment needs of each individual receiving outreach and engagement as well as other services.

Staff is required to communicate with each other throughout the day to ensure that the service needs of each individual are met.

#### 11. CLIENT EMERGENCY MEDICAL TREATMENT

Clients who are provided PATH program services and who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation, as well as the cost of any



emergency medical care shall not be a charge to nor reimbursable under the Agreement; however, Contractor shall assure that such transportation and emergency medical care are provided. Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency. Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Section 80023.

## 12. NOTIFICATION OF CLIENT DEATH

Contractor and Partnering shall comply with the Department of Mental Health Policy No. 202.18, Reporting Clinical Incidents Involving Intentional Injuries, Deaths, Alleged Client Abuse and Possible Malpractice. This policy includes the requirement that the Prime Contractor and Partnering Contractor(s) immediately notify the DMH Medical Director upon becoming aware of the death of any client provided services hereunder. Notice shall be made by Prime Contractor and Partnering Contractor(s) immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of the deceased, the date of death, a summary of the circumstances thereof, and the name(s) of all Prime Contractor's and Partnering Contractor's(s') staff with knowledge of the circumstances.

## 13. PATH PROGRAM STAFFING REQUIREMENTS

The following full time staff is required to be part of the PATH field-based MIT:

- A licensed mental health professional whose scope of practice includes making a Diagnostic Statistical Manual V diagnosis and who has a minimum of one year experience providing services to individuals who have a mental illness and who are homeless. This staff should be trained in motivational interviewing and harm reduction treatment modalities.

The licensed mental health professional shall function as the PATH program team leader who is responsible for overseeing the daily operation of the PATH program. At a minimum, their responsibilities include the following: facilitating the team meeting to discuss the status of each client, allocating the work of the staff to meet each client's needs, and distributing the staff into teams to conduct outreach and engagement and deliver ongoing services. The team leader is the point of contact throughout the day to address client crises and emergent needs. The licensed mental health professional shall also be responsible for completing diagnostic assessments and providing crisis intervention, counseling/therapy and other interventions that promote mental health wellness and recovery.

- A certified substance abuse counselor with a minimum of six months of experience providing services to individuals who have a mental illness and who have used motivational interviewing and harm reduction treatment modalities. The Certified Substance Abuse Counselor shall be responsible for

providing substance abuse counseling and services that promote wellness, assisting clients with the development of relapse prevention plans and helping clients to access self-help groups and detoxification programs.

- A case manager with a mental health related Bachelor's degree with a minimum of two years' experience providing services to individuals who have a mental illness and who are homeless. The case manager shall assist clients with accessing any necessary community resources and supports and assist with gaining, restoring, improving or maintaining daily independent living, social/leisure, and/or personal hygiene skills.
- A peer advocate with lived mental health experience. The peer advocate shall assist clients with accessing any necessary community resources and supports.

The following part-time staff is required to be part of the field-based MIT:

- A consulting psychiatrist/psychiatric physician's assistant (PA)/psychiatric nurse practitioner (NP). The consulting psychiatrist and/or the consulting psychiatric PA/NP under the supervision of the consulting psychiatrist shall be responsible for service delivery and oversight of the treatment of clients' chronic or episodic psychiatric needs. This includes diagnostic assessments, consultation, ordering laboratory tests, and prescribing, dispensing and monitoring the safety and effectiveness of psychiatric medications.
- A Registered Nurse (RN). The design of the PATH program is predicated on a proposed in-kind RN by the County pending appropriation of funding for this purpose.

Contractor is required to have a PATH program specific training curriculum that is used to provide staff training prior to staff delivering PATH program services. Contractor is required to maintain documentation that staff received PATH program specific training.

Contractor shall ensure that criminal clearances and background checks have been conducted for all Contractors' PATH staff prior to beginning and continuing work under the Agreement. The cost of such criminal clearances and background checks is the responsibility of the Contractor whether or not the Contractors' staff passes or fails the background and criminal clearance investigations.

Contractor is required to maintain documentation in the staff's personnel files of the following:

- all training hours and topics
- copies of resumes, degrees and professional licenses
- current criminal clearances

- current driver's licenses including current copies of proof of auto insurance
- copies of Department of Motor Vehicles (DMV) printouts for all Contractors' drivers providing services under this Contract that are available to DMH upon request - County reserves the option of completing a DMV check on Contractor's drivers once a year

Contractor shall advise DMH in writing of any change(s) in Contractors' PATH program staff within 24 hours of the change(s). Contractor shall ensure that no interruption of services occurs as a result of the change in personnel.

#### 14. PARTNERSHIPS

Contractor is required to establish and maintain partnerships through a Memorandum of Understanding (MOU) with one or more physical health provider(s) in close proximity to the targeted area of service provision to streamline linkage to physical health care.

#### 15. COMMUNITY AND CLIENT INVOLVEMENT

Contractor is required to participate in local Continuum of Care meetings and other local planning meetings to end homelessness.

Contractor is required to participate in other local community homeless outreach teams such as CES teams.

Contractor is required to involve clients who have received or are currently receiving PATH program services in one of the following ways:

- As a participant in the agency's planning, implementation and evaluation of PATH funded services
- As a member of the agency's governing or formal advisory board(s)
- As an employee

#### 16. PATH FUNDING MATCH REQUIREMENTS

Contractor is required to match one dollar (\$1) of State or local resources for every three dollars (\$3) of Federal PATH funds received. These non-Federal contributions, also known as match funds, may be in cash or in-kind. The in-kind match may only be associated with the costs of any of the following:

- Personnel and consultants that provide services to the PATH program target population
- Personnel that oversee or provide clerical support to the PATH program
- PATH program office/outreach supplies
- PATH program staff mileage/telephones

PATH funds and PATH match funds cannot be used as match for any other funding such as Medi-Cal.

#### 17. PATH ONE-TIME EXPENSES

Contractor may use PATH funding for one-time expenses during the first funded Fiscal Year. One-time expenses shall be allowable PATH expenditures and approved by DMH. One-time expense claims shall be submitted on a One-Time Expense Claim, Attachment A, within sixty (60) days from the month in which the expenditure occurred.

#### 18. DATA COLLECTION AND REPORTING REQUIREMENTS

Contractor is required to use the Homeless Management Information System (HMIS) and any other databases as determined by DMH.

Contractor is required to collect, enter, manage and submit any data required by SAMHSA/PATH and the Department of Health Care Services on a quarterly and annual basis. Although SAMHSA/PATH can change the data requirements, the current ones are the following:

- The total count of individuals who received any PATH funded service.
- The total number of individuals (unduplicated) who were outreached.
- The total number of individuals who were outreached who become enrolled.
- The total number of individuals who could not be enrolled because they were not homeless and did not have a mental illness or a co-occurring mental health and substance use disorder.
- The total number of enrolled individuals.
- The total number of times contacts are made with individuals who are being outreached.
- The total number of services provided to all the enrolled clients.
- The total number of referrals given to all the enrolled clients. This is an aggregate total. It includes every type of referral given to each enrolled client.
- Housing status at first outreach contact.
- Total number of times each service was provided and the total number of enrolled clients who were provided the service.
- The total number of times each type of referral was made, the number of clients who received assistance with each type of referral and the number of clients that attained each type of referral.
- Demographics for each individual to whom outreach is provided and for each enrolled client.

Contractor is also required to submit any other data as required by DMH and at the frequency required by DMH. This data includes:

- The number of clients that had financial benefits such as SSI at the time of their PATH program enrollment.
- The number of clients that did not have financial benefits at the time of their PATH program enrollment that obtained financial benefits after their enrollment.
- The number of clients that had medical insurance such as Medi-Cal at the time of their PATH program enrollment.
- The number of clients that did not have medical insurance at the time of their PATH program enrollment that obtained medical insurance after their enrollment.
- The number of PATH program enrolled clients that obtained permanent housing.
- The length of time that the PATH program enrolled clients that obtained permanent housing retained their housing.

Contractor is required to establish and implement a Data Collection Plan. The Plan shall be submitted to DMH within 90 days of commencement of the Contract and shall be effective upon DMH approval. The plan will include collecting, managing and submitting the required data. Contractor's Data Collection Plan shall include:

- A description of specific measures and data analysis methods that are currently in place and/or those to be delivered to ensure the collection and reporting of required data as reference above.
- A description of how data accuracy problems will be managed and resolved including a description of current data collection, data entry, data analysis, data reporting and/or other data accuracy problems and actions already taken.

## 19. OWNERSHIP OF DATA

Contractor and DMH hereby agree that any and all data or material collected as part of the PATH program and developed under this Agreement, including but not limited to, client satisfaction surveys, evaluation tools, client service utilization data, service cost data, quality improvement data, measures and reports, and/or program level reports, (hereinafter referred to as "Data"), is the sole property of the County.

Contractor hereby agrees not to use or disclose any such Data and/or not to analyze any portion thereof without the express written consent and/or approval of DMH, except for purposes of evaluating program performance and/or for quality improvement purposes as necessary for compliance with this Agreement. Use of any such Data for purposes of research and/or publishing is strictly prohibited without the express written consent and/or approval of DMH.

## 20. QUALITY MANAGEMENT

Contractor shall establish and utilize a comprehensive written Quality Management Program and Plan (Plan) including Quality Assurance and Quality Improvement processes to ensure the organization monitors, documents and reports on the required PATH program services provided and that identified measureable performance requirements are attained. Quality Management activities shall be focused on assuring that the quality of service meets the requirements for timeliness, accuracy, completeness, consistency and conformity to requirements as set forth in this Service Exhibit. The Plan shall be submitted to DMH within 90 days of commencement of the Contract and shall be effective upon DMH approval. The Plan shall be updated and re-submitted as changes are needed and/or as changes occur.

The plan shall include an identified monitoring system covering all the services listed in this Service Exhibit. The system of monitoring to ensure that the Service Exhibit requirements are being met shall include:

- Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.
- Ensuring the services, deliverables, and requirements defined in this Service Exhibit are being provided at or above the level of quality agreed upon by the County and the Contractor.
- Ensuring that professional staff rendering services under the Agreement has the necessary prerequisites.
- Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- Taking any corrective action, if needed, including a commitment to provide to the County upon request a record of all inspections, the corrective action taken, the time the problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.
- Ensuring services are provided in the event of a strike or other labor action of the Contractor's employees

## 21. CLIENT SATISFACTION SURVEYS

Contractor is required to administer a PATH client satisfaction survey as determined by DMH a minimum of two times a year. Contractor is required to use the information obtained from the survey to improve the quality of the PATH services provided if applicable. Contractor is required to submit a summary of the survey

responses and how these were used to improve the quality of the PATH services, if applicable, to DMH.

## 22. PROGRAM MONITORING

Contractor is required to complete a PATH program self-assessment monitoring tool and submit the self-assessment to DMH for review yearly or as directed by DMH. Contractor is required to use the information obtained from the self-assessment monitoring tool to improve the quality of the PATH services provided if applicable. Contractor is required to monitor their program's CTI fidelity and submit a copy of their fidelity scale to DMH at a frequency determined by DMH. Contractor is required to use the fidelity information to improve the adherence to fidelity if applicable.

## 23. PATH POLICIES AND PROCEDURES

Contractor is required to develop and use PATH program specific policies and procedures that address the PATH program requirements within 90 days of commencement of the Contract.

## 24. ADMINISTRATIVE HOURS

Contractor's PATH Manager or County approved alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement, and shall be accessible via telephone, e-mail, or fax during regular business hours to respond to County inquiries and/or concerns.

## 25. ADMINISTRATIVE TASKS

Contractor shall work cooperatively with DMH PATH program administrative staff.

Contractor shall send a representative to attend PATH program provider and/or other meetings as determined by DMH.

## 26. CONTRACT DISCREPANCIES

Contractor shall provide verbal notification of a Contract discrepancy to the Contract Program Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor. The County Contract Program Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Program Manager within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Program Manager within 10 workdays.

## 27. SUBCONTRACTING

No performance under this Service Exhibit shall be subcontracted by the Contractor without the prior written consent of County as provided in Paragraph 29 SUBCONTRACTING of the Legal Entity Agreement.

## 28. INFORMATION TECHNOLOGY REQUIREMENTS

### Technology Requirements

Contractor shall possess or acquire a computer system within 30 days of commencement of the Contract that has the capability to comply with the terms of the Contract, with sufficient hardware and software and on-site maintenance for the entire term of this contract.

Contractor's information system or information technology system shall meet the functional, workflow and privacy/security requirements referenced below.

Contractor shall be solely responsible for complying with all applicable State and Federal regulations affecting the maintenance and transmittal of electronic information. Upon execution of the Contract, applicable DMH policies shall be provided to the Contractor.

### Privacy and Electronic Security

To the extent relevant to deliver the services required by this Service Exhibit, Contractor shall comply with all Federal and State laws as they apply to Protected Health Information (PHI), Individually Identifiable Health Information (IIHI), and electronic information security.

Any Contractor that is deemed a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") shall comply with the HIPAA privacy and security regulations independently of any activities or support of DMH or the County of Los Angeles.

Any Contractor that is deemed a "Business Associate" of County under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") shall enter into a Business Associate Agreement with the County of Los Angeles to ensure compliance with the privacy standards. For example, if the training is to be designed and delivered by a covered entity such as a Community Mental Health Center and the logistical services providers, vendors, or facilities managers are Sub-Contractors, then a Business Associate Agreement would be required between the covered entity and the logistical services or facility providers in case the Sub-Contractors may handle information regarding the health statues of the students who are consumers or family members. If the training is to be designed



and delivered by a non-covered entity, then a Business Associate Agreement shall be required between the Contractor and the County in case the Contractor may handle information regarding the health statuses of the students who are consumers or family members.

## 29. GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

Contractor shall notify County's Program Manager of Contractor's new green initiatives prior to the contract commencement.

## 30. PERFORMANCE REQUIREMENTS SUMMARY

There are nine (9) Performance Requirements that measure Contractor's performance related to operational measures indicative of quality program administration. These requirements assess the agency's ability to provide the required services and to monitor the quality of the services. Contractor shall:

- Collaborate with DMH to provide processes for systematically evaluating quality and performance indicators and outcomes at the program level. Should there be a change in Federal, State and/or County policies/regulations, DMH, at its sole discretion, may amend these Performance Requirements via a contract amendment.
- Submit required reporting to DMH on performance targets related to the Contractor's services.
- Cooperate with DMH in the regularly scheduled monitoring of the program, including review of agency and program records, site visits, telephonic conferences, correspondence, and attendance at provider meetings where the Contractor's adherence to the performance-based criteria will be evaluated.

The Performance Requirements are as follows:

### Performance Requirements Summary

| PERFORMANCE REQUIREMENTS  | METHOD OF MONITORING   | ACTIONS TAKEN IN LIEU OF NONCOMPLIANCE   |
|---|--|--|
| Contractor is required to enroll 55% of the individuals who receive outreach and engagement services into their PATH program. (SOW Section 1.0)           | DMH will use quarterly PATH reports submitted by Contractor to monitor.                | Failure to meet performance requirement will result in a discrepancy report and submission of a corrective action plan to DMH. |
| Contractor is required to assist 100% of the PATH enrolled clients who requested/needed with referrals.(SOW Section 2.4)                                  | DMH will use quarterly PATH reports submitted by Contractor to monitor.                | Failure to meet performance requirement will result in a discrepancy report and submission of a corrective action plan to DMH. |
| Contractor is required to demonstrate that 80% of the PATH enrolled clients who requested/needed a referral attain the referral. (SOW Section 2.4)        | DMH will use quarterly PATH reports submitted by Contractor to monitor.                | Failure to meet performance requirement will result in a discrepancy report and submission of a corrective action plan to DMH. |
| Contractor is required to use the CTI EBP to provide services and to receive a fidelity rating of 90% or above. (SOW Section 3.)                          | DMH will review the fidelity scales completed by the Contractor and by DMH to monitor. | Failure to meet performance requirement will result in a discrepancy report and submission of a corrective action plan to DMH. |
| Contractor is required to demonstrate that 70% of the enrolled PATH clients obtain permanent housing.   | HMIS or other tracking form to be developed by Contractor and approved by DMH.         | Failure to meet performance requirement will result in a discrepancy report and submission of a corrective action plan to DMH. |
| Contractor is required to demonstrate that 90% of the PATH enrolled clients that are housed retain their housing for at least 9 months. (SOW Section 2.3) | HMIS or other tracking form to be developed by Contractor and approved by DMH.         | Failure to meet performance requirement will result in a discrepancy report and submission of a corrective action plan to DMH. |
| Contractor is required to conduct Client Satisfaction Surveys and is required to demonstrate a 90% client satisfaction rate. (SOW Section 15.2)           | DMH will review the summary reports submitted by the Contractor to monitor.            | Failure to meet performance requirement will result in a discrepancy report and submission of a corrective action plan to DMH. |
| Contractor is required to use the EBP Housing First. (SOW Section 3.0)  | DMH will monitor by client interview and chart review.                                 | Failure to meet performance requirement will result in a discrepancy report and submission of a corrective action plan to DMH. |

|  |  |  |
|--|--|--|
| Contractor is required to use the EBP harm reduction across all modalities of treatment. (SOW Section 3.0) | DMH will monitor by client interview and chart review. | Failure to meet performance requirement will result in a discrepancy report and submission of a corrective action plan to DMH. |
|--|--|--|

### 31. CONTRACTOR TIMELINES

Contractor shall adhere to the following time requirements/timelines within thirty (30) days of the execution of the Agreement:

- An emergency medical treatment and disaster/mass casualty plan
- A list of the days and hours PATH services including outreach and engagement will be provided
- Provide orientation training to the PATH program staff
- Operationalize all sites listed in the Agreement
- Implement the PATH program
- Provide DMH with a roster of all PATH staff that includes: (1) names and positions; (2) work schedules; (3) fax and telephone numbers; and (4) any non-English, Los Angeles County threshold languages spoken by staff
- Acquire a computer system with sufficient hardware and software to meet DMH requirements and an agreement for its on-site maintenance for the entire term of this Agreement

Contractor shall adhere to the following time requirements/timelines within ninety (90) days of the execution of the Agreement:

- PATH program specific policies and procedures that address the PATH program requirements.
- A Quality Management Program and Plan that includes the Quality Assurance/Quality Control policy and/or procedure
- A Data Collection Plan

Department of Mental Health - Provider Reimbursement Unit

**SPECIAL HANDLING REQUIRED****Fiscal Year** \_\_\_\_\_**One-Time Expense Claim for Projects for Assistance in Transition from Homelessness (PATH)**

Legal Entity Name: \_\_\_\_\_  
Legal Entity Mailing Address: \_\_\_\_\_  
Billing Month(s): \_\_\_\_\_ Contract Amendment No.: \_\_\_\_\_  
Provider Number(s): \_\_\_\_\_

One-Time Costs:

A. SFC 72: Client Support Expenditures \_\_\_\_\_  
B. SFC 75: Non Medi-Cal Capital Assets \_\_\_\_\_  
    >\$5000  
C. SFC 78: Non Medi-Cal Capital Assets \_\_\_\_\_  
    <\$5000

**Total Claim** \_\_\_\_\_

**I hereby certify that all information contained above are costs eligible under the terms and conditions for reimbursement under PATH and is true and correct to the best of my knowledge. All supporting documentation is attached.**

Signature: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LAC-DMH Program Approval:**\_\_\_\_\_  
Approved By (signature)\_\_\_\_\_  
Date\_\_\_\_\_  
Print Name\_\_\_\_\_  
Title

Projects for Assistance In Transition From Homelessness

ATTACHMENT II

Allocation Schedule

Fiscal Years 2014-15, 2015-16 and 2016-17

| Legal Entity Name                                      | SA   | Fiscal Year 2014-15<br>Total Award Amount | Current MCA          | Revised MCA          |
|--|------|---|----------------------|----------------------|
| 1. Mental Health America of Los Angeles                | 1, 8 | \$507,423                                 | \$ 19,874,075        | \$20,381,498         |
| 2. San Fernando Valley Community MHC                   | 2    | \$194,192                                 | \$ 35,708,118        | \$35,902,310         |
| 3. TBD   | 3, 7 | \$162,565                                 |                      |                      |
| 4. Step Up on Second Street                            | 4    | \$232,539                                 | \$ 6,674,196         | \$6,906,735          |
| 5. Ocean Park Community Center                         | 5    | \$235,082                                 | \$ 1,269,357         | \$1,504,439          |
| 6. Southern California Health & Rehabilitation Program | 6    | \$187,565                                 | \$ 13,288,484        | \$13,476,049         |
| <b>TOTAL</b>   |      | <b>\$1,519,366</b>                        | <b>\$ 76,814,230</b> | <b>\$ 78,171,031</b> |

\* Manual invoicing allowed for FY 2014-15 only

| Legal Entity Name                                      | SA   | Fiscal Year 2015-16<br>Total Award Amount | Current MCA          | Revised MCA         |
|--|------|---|----------------------|---------------------|
| 1. Mental Health America of Los Angeles                | 1, 8 | \$855,578                                 | \$ 16,847,716        | \$17,703,294        |
| 2. San Fernando Valley Community MHC                   | 2    | \$388,384                                 | \$ 34,294,898        | \$34,683,282        |
| 3. TBD   | 3, 7 | \$325,130                                 |                      |                     |
| 4. Step Up on Second Street                            | 4    | \$382,478                                 | \$ 4,198,493         | \$4,580,971         |
| 5. Ocean Park Community Center                         | 5    | \$470,164                                 | ** NA                | ** NA               |
| 6. Southern California Health & Rehabilitation Program | 6    | \$375,128                                 | \$ 10,049,089        | \$10,424,217        |
| <b>TOTAL</b>   |      | <b>\$2,796,862</b>                        | <b>\$ 65,390,196</b> | <b>\$67,391,764</b> |

\*\* The amount will be reflected in the 2015-16 renewal process.

| Legal Entity Name                                      | SA   | Fiscal Year 2016-17<br>Total Award Amount | Current MCA          | Revised MCA         |
|--|------|---|----------------------|---------------------|
| 1. Mental Health America of Los Angeles                | 1, 8 | \$855,578                                 | \$ 15,786,050        | \$16,641,628        |
| 2. San Fernando Valley Community MHC                   | 2    | \$388,384                                 | \$ 34,294,898        | \$34,683,282        |
| 3. TBD   | 3, 7 | \$325,130                                 |                      |                     |
| 4. Step Up on Second Street                            | 4    | \$382,478                                 | \$ 4,198,493         | \$4,580,971         |
| 5. Ocean Park Community Center                         | 5    | \$470,164                                 | ** NA                | ** NA               |
| 6. Southern California Health & Rehabilitation Program | 6    | \$375,128                                 | \$ 10,049,089        | \$10,424,217        |
| <b>TOTAL</b>   |      | <b>\$2,796,862</b>                        | <b>\$ 64,328,530</b> | <b>\$66,330,098</b> |

\*\* The amount will be reflected in the 2015-16 renewal process.



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH  
550 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV



MARVIN J. SOUTHARD, D.S.W.  
Director  
ROBIN KAY, Ph.D.  
Chief Deputy Director  
RODERICK SHANER, M.D.  
Medical Director

March 19, 2015

TO: Each Supervisor

FROM: Marvin J. Southard, D.S.W.  
Director

SUBJECT: **NOTICE TO REQUEST AN INCREASE IN THE DELEGATED  
AUTHORITY PERCENTAGE IN A BOARD LETTER TO APPROVE  
AWARD FUNDING TO EXISTING LEGAL ENTITY CONTRACTORS  
FOR THE PROVISION OF PROJECTS FOR ASSISTANCE IN  
TRANSITION FROM HOMELESSNESS PROGRAMS FOR FISCAL  
YEARS 2014-15 THROUGH 2016-17**

This memorandum is to comply with Board Policy Manual, Section 5.120, Authority to Approve Increases to Board-Approved Contract Amounts. The Policy mandates that any department requesting a percentage increase in delegated authority exceeding ten percent of the total contract amount must provide a detailed justification and advance written notice to your Board, with a copy to the Chief Executive Officer, at least two weeks prior to the Board meeting at which the proposed contract is to be presented.

The Department of Mental Health (DMH) requests an additional ten percent for a total of twenty percent delegated authority for five Legal Entity (LE) Agreements: 1) Mental Health America of Los Angeles; 2) San Fernando Valley Community Mental Health Center; 3) Step Up on Second Street; 4) Ocean Park Community Center; and 5) Southern California Health and Rehabilitation Program. This authority will allow DMH to add funding to these Agreements for the provision of Projects for Assistance in Transition From Homelessness (PATH) program services. These five LE contractors were identified as qualified agencies through a Request For Proposal for the provision of PATH services.

Should there be the need to exceed the requested twenty percent delegated authority, DMH will return to your Board with a request for authority to amend the LE Agreement accordingly.

Each Supervisor  
March 19, 2015  
Page 2

If you have any questions or concerns, please contact me, or your staff may contact Richard Kushi, Chief, Contracts Development and Administration Division, at (213) 738-4684.

MJS:DM:RK:cp

c:     Acting Executive Officer, Board of Supervisors  
        Interim Chief Executive Officer  
        County Counsel  
        Robin Kay, Ph.D.  
        Dennis Murata, M.S.W.  
        Deputy Directors  
        District Chiefs  
        Kimberly Nall  
        Richard Kushi  
        Darlesh Horn